

STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS
FOR THE MINNESOTA DEPARTMENT OF COMMERCE

In the Matter of the Residential Building
Contractor License of Calvin Jacobson,
d/b/a/ Cal Jacobson Construction.

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

The above-entitled matter came on for hearing before Administrative Law Judge Beverly Jones Heydinger ("ALJ") on March 7 and 8, 2000. The hearing was held pursuant to a Notice of and Order for Hearing and Notice of Prehearing Conference, dated October 29, 1999.

Jennifer S. Kenney, Assistant Attorney General, 1200 NCL Tower, 445 Minnesota Street, St. Paul, MN 55101-2130, appeared on behalf of the Minnesota Department of Commerce ("Department"). David E. Albright, 342 East County Road D, Little Canada, MN 55117, appeared on behalf of Calvin Jacobson d/b/a Cal Jacobson Construction. The record closed on April 24, 2000, following submission of the post-hearing memoranda of counsel.

NOTICE

This Report is a recommendation, not a final decision. The Commissioner of Commerce will make the final decision after reviewing the record and may adopt, reject or modify these Findings of Fact, Conclusions, and Recommendations. Under Minn. Stat. § 14.61, the Commissioner's decision shall not be made until this Report has been available to the parties to the proceeding for at least ten (10) days. An opportunity must be afforded to each party adversely affected by this Report to file exceptions and present argument to the Commissioner. Parties should contact Gary A. Lavasseur, Deputy Commissioner, Enforcement Division, Minnesota Department of Commerce, 133 East Seventh Street, St. Paul, MN 55101, telephone (651) 296-3528, to ascertain the procedure for filing exceptions or presenting argument to the Commissioner.

STATEMENT OF THE ISSUE

1. Did Mr. Jacobson fail to comply with correction orders issued by the City building inspector? If so, was this a fraudulent deceptive or dishonest practice? Was it incompetent, untrustworthy or financially irresponsible?

2. Did Mr. Jacobson fail to request required construction inspections? If so, was this a fraudulent, deceptive or dishonest practice? Was it incompetent, untrustworthy and financially irresponsible?

3. Did Mr. Jacobson fail to pay suppliers or subcontractors for materials or work done? If so, was this a fraudulent, deceptive or dishonest practice? Was it incompetent, untrustworthy or financially irresponsible?

Based upon all of the files, records and proceedings herein, the Administrative Law Judge makes the following:

FINDINGS OF FACT

1. Calvin Jacobson d/b/a Cal Jacobson Construction ("Mr. Jacobson") is licensed as a residential building contractor in the State of Minnesota pursuant to Minn. Stat. §326.84 (1998).

2. Mr. Jacobson currently holds Residential Building Contractor License No. 20012503.

3. On September 21, 1998, Kenneth and Kathy Clausen contracted with Mr. Jacobson for a remodeling project at their home at 342 Maple Island Road, Burnsville, Mn.^[1] Mr. Jacobson took out a building permit for the project.^[2] Mrs. Clausen gave Mr. Jacobson drawings for the project dated July 1, 1998.^[3] On the day excavation work began, Mrs. Clausen gave Mr. Jacobson another set of drawings, dated September 24, 1998.^[4]

4. Additional changes were made to the original agreement. Some of those were put in writing and others were not.^[5]

5. Around March 5, 1999, Mr. and Mrs. Clausen contacted the City of Burnsville and requested that an inspector check the work being done on their property. Mr. Eugene Selchow, an inspector for the City, inspected the property. In a letter dated March 8, 1999, Mr. Selchow outlined problems at the Clausen's.^[6] The letter does not identify which problems were violations of the building code, or the specific inspections that were required.

6. In late March or early April, 1999, Mr. Jacobson and Mr. Selchow met with Mr. Herman Hauglid, Investigator for the Department of Commerce, at the Clausens. The meeting was held after the Clausens complained about Mr. Jacobson to the Department. It was a cordial meeting. At the conclusion, Mr. Jacobson agreed to make certain corrections, which are outlined in a letter from Mr. Selchow to Mr. Jacobson, dated May 4, 1999. Mr. Selchow and Mr. Hauglid were confident that Mr. Jacobson would address the corrections appropriately.^[7] There were four priority corrections listed:

- A. Correct roof deficiencies and make it watertight
- B. Reenforce the foundation wall with rods every four feet
- C. Establish a footing and rebuild the interior block wall

D. Increase an I-truss bearing, and secure trusses with hurricane clips.

The letter stated that Mr. Jacobson had also agreed to complete the corrections listed in Mr. Selchow's letter of March 8, 1999, and to call the City for necessary inspections. It does not specify what inspections were required. Mr. Jacobson was to complete the work by June 1, 1999.^[8] There is no evidence that Mr. Jacobson disagreed with the steps set forth in Exhibit B.

7. On April 1, 1999, Mr. Scott McKown, another Burnsville inspector, checked the roof on the Clausens' home. He issued a Correction Notice on that date.^[9] Although Mr. Jacobson did not believe that he was responsible for the roof, he made several repairs to it.^[10] Mr. McKown returned to the home about 30 days later and noted that some work around the chimney was still needed.^[11]

8. Mr. Jacobson was sent a reminder from Mr. Selchow on May 12, 1999. It informed Mr. Jacobson that failure to make the corrections could lead to legal action by the City and the Department of Commerce.^[12] There is no mention of inspections in the letter.

9. Mr. Jacobson did not call the City of Burnsville for an inspection nor did he contact either Mr. Selchow or Mr. Hauglid, prior to June 1, 1999, to discuss the corrections.^[13]

10. On June 1, 1999, Mr. Jacobson was sent a citation for violating the State Building Code. A copy was sent to Mr. Jacobson's attorney. The citation gave notice of a court hearing on June 23, 1999.^[14]

11. Mr. Jacobson did not appear at the court hearing on June 23, or on two subsequently scheduled dates. It is unclear if he was properly notified of the hearings. Arrangements for his appearance were made with his attorney. Mr. Hauglid was notified by the Burnsville City Attorney, Michael L. Mayer.^[15]

12. In August, 1999, Mr. Jacobson scheduled the work to reinforce the garage wall, and asked Mr. Selchow to meet him at the Clausens. The two men watched the work being done, and in so doing, climbed on the Clausens roof. Mr. Jacobson asked Mr. Selchow to inspect the roof while the two men were on it, but Mr. Selchow declined to do so because of other commitments, and because Mr. McKown had done the initial roof inspection.^[16]

13. Mr. Selchow believed that, since he had not been called to complete the necessary inspections, he was not checking compliance with the correction letter on that date, and further inspection was required.^[17] However, once the wall was completed in Mr. Selchow's presence and the roof inspection requested, it is unclear what additional inspection had to be requested, if any.

14. At some time in August or September, 1999, Mr. Jacobson appeared in court and agreed to complete the roofing at the Clausens home by October 27, 1999.^[18] There is no evidence that any other corrections or inspection were still

outstanding. It is not clear whether Mr. Jacobson agreed to hire another contractor to do the roof repairs, or whether all of the roof repairs were completed by October 27.^[19]

15. Following the court hearing Mr. Jacobson retained David Pomrenke to reexamine the Clausen's roof and make any necessary repairs. At that time Mr. Pomrenke worked for Windowlite. He was an experienced roofer.^[20]

16. Mr. Pomrenke contacted Mr. Selchow to discuss the Clausen's roof, but Mr. Selchow insisted that Mr. Pomrenke apply for a roof permit. Mr. Pomrenke attempted to explain that Mr. Jacobson's permit covered the project and no additional permit was required. Mr. Selchow was quite insistent, and Mr. Pomrenke's employer refused to allow him to become involved.^[21] From August 1999 until October 27, 1999, Mr. Jacobson did not request an inspection nor did Mr. Selchow conduct one.^[22] Thus, the City Attorney rescheduled the matter for hearing on failure to comply with the building code.^[23]

17. In 1998, Merle Green hired Mr. Jacobson to rebuild her home at 1339 Highland Parkway, St. Paul, MN, after it was destroyed in a storm. Mr. Jacobson obtained the necessary permit from the City of St. Paul on June 29, 1998.

18. Joseph Ehrlich, inspector for the St. Paul Department of Licensing, Inspections and Environmental Protection, visited the site from time to time throughout construction.^[24]

19. Mr. Jacobson demolished the remains of the damaged home and worked with State Farm Insurance to plan and rebuild it. The foundation was inspected and the home rebuilt.^[25]

20. The home's northwest basement wall footing was of concern to Mr. Ehrlich. It abutted a new garage, and the footing for the home did not go as deep as Mr. Ehrlich thought necessary to provide frost protection. Mr. Ehrlich asked Mr. Jacobson to have an engineer look at the foundation corner and determine an appropriate way to underpin the footing.

21. Richard E. Eckroad, a structural engineer, was hired by Cal Jacobson and did examine the basement wall and footings for the new garage. By letter of October 1, 1998, he described Mr. Jacobson's plan for pouring a new concrete pier under the corner of the house footing, extending to the top of the new garage footing.^[26] Mr. Eckroad concurred that Mr. Jacobson's plan was sound.^[27]

22. Mr. Jacobson and his employee, Bert Korpi, believed that Mr. Ehrlich approved the plan, with the addition of a 3-foot rerod. Korpi did the work as described in Ex. 7.^[28] Mr. Ehrlich denies that he gave any approval.^[29]

23. Mr. Jacobson had some other disagreements with Mr. Ehrlich, including a dispute about the proper material to use under the siding on the house. This caused Mr. Jacobson to re-do a few days work, and Mr. Jacobson believed that Mr. Ehrlich's position was unjustified.^[30]

24. Mr. Ehrlich frequently visited the work site and did not issue any correction orders in 1998. On December 8, 1998, Mr. Ehrlich did leave a list of items to be addressed prior to occupancy. He believed Mr. Jacobson had agreed to address them and call for an inspection prior to occupancy by the owner.^[31]

25. Ms. Green moved back into the home in January, 1999. Mr. Jacobson told her that additional work was needed, and the inspection was to be completed before she moved in, but she remained in the home.^[32]

26. In March, 1999, Mr. Ehrlich received a list of complaints about the home from Ms. Green's attorney.^[33]

27. By letter dated March 18, 1999, Mr. Ehrlich reminded Mr. Jacobson of the December list of corrections, and that completion of the corrections and inspection had been required prior to occupancy. Mr. Ehrlich asked Mr. Jacobson to contact him to arrange for an inspection.^[34] Mr. Jacobson does not recall whether or not he received the letter.^[35]

28. Mr. Ehrlich inspected the property on April 19, 1999, and sent a letter specifying six required corrections.^[36] Included was Item #6, which directed Mr. Jacobson to remove soil banked near the intersection of the basement wall/foundation and garage foundation, and to find a method to assure adequate frost protection. Mr. Ehrlich issued a certificate of temporary occupancy since the identified problems did not present health or safety risks to the occupant. Mr. Jacobson was given 30 days to make the corrections. Mr. Jacobson does not recall whether or not he received the letter.^[37]

29. On May 29, 1999, Mr. Ehrlich issued a citation for four of the items included in the April letter.^[38] Mr. Ehrlich did not inspect the property prior to issuing the citation because Mr. Jacobson did not contact him to conduct an inspection.^[39]

30. Mr. Jacobson did not respond to the citation. On July 21, 1999, Mr. Ehrlich sent a letter notifying Mr. Jacobson that a warrant had issued for his arrest. He also stated that he had reinspected the property on July 20, 1999, and observed that the required corrections had not been completed.^[40]

31. On August 12, 1999, the citation was reissued.^[41] Mr. Jacobson appeared in court in response to this citation. The judge apparently dismissed the August 12 citation because of the warrant outstanding on the May 29th citation, which was identical. An agreement was reached and a motion made by the City Attorney, to dismiss the charges against Mr. Jacobson if the necessary corrections were made within thirty days.

32. In September 1999, Jacobson contacted David Pomrenke, who was skilled in resolving customer complaints, to complete the work at Merle Green's home, as listed by Mr. Ehrlich in Exhibit N.

33. Mr. Pomrenke had difficulty contacting Ms. Green, but after leaving several messages and stopping by several times to see if he could arrange for access to correct the identified problems, he was able to do so. This process took about four weeks.^[42]

34. Mr. Pomrenke completed the siding,^[43] removed wiring from the clothes chute^[44] and reinstalled framing, previously installed but broken.^[45] Items #2 and #3 listed on Exhibit N were already completed when he arrived.^[46]

35. Mr. Pomrenke discussed the northwest foundation footing with Mr. Ehrlich, and provided Mr. Ehrlich with a copy of Mr. Eckroad's report. At this point, the footing was apparently the only correction that had not been addressed.

36. Mr. Pomrenke believed that proper plywood had been installed to provide frost protection, based on his visual inspection of the foundation footing, and review of Mr. Eckroad's report.^[47]

37. As of the hearing, Mr. Ehrlich had not approved the foundation footing or conducted a final inspection. He insisted that the corner be dug up for his inspection, and that he would not re-inspect until all of the corrections had been made.^[48]

38. Also in August, 1999, Mr. Hauglid learned that Mr. Jacobson had some judgments filed against him in Washington County District Court. These included Wadena Lumber Products & Technology, Inc. for \$1,530.62,^[49] West Air, Inc., for \$1,820.00,^[50] JESCR, Inc. for \$10,902.00,^[51] Menard, Inc. for \$223.16^[52] and Computer Cheque of MN for \$379.95.^[53] The latter two arose from payment by checks without adequate funds to cover them. There was also a partial satisfaction to Wadena Lumber Products & Technology, Inc. of \$581.48, and remaining judgment of \$974.60, dated March 4, 1998.^[54]

39. The judgment by JESCR., Inc. was for work done on Mr. Jacobson's own property, and was unrelated to his construction business. The others were filed by sub-contractors or suppliers and were related to Mr. Jacobson's construction business.^[55]

Based upon the foregoing Findings of Fact, the Administrative Law Judge makes the following:

CONCLUSIONS

1. The Administrative Law Judge and the Commissioner of Commerce are authorized to consider the charges against Jacobson under Minn. Stat. §§ 326.91, 45.027, subd. 1, 45.024, and 14.50 (1998).

2. Jacobson received due, proper and timely notice of the charges against it, and of the time and place of the prehearing conference. This matter is, therefore, properly before the Commissioner and the Administrative Law Judge.

3. The Department has complied with all relevant substantive and procedural legal requirements.

4. Mr. Jacobson did fail to pay subcontractors and suppliers Wadena Lumber Products & Technology, Inc., West Air, Inc., Menard, Inc. and Computer Cheque of MN, requiring those entities to initiate legal action and obtain judgments. Those judgments were not promptly paid. This is a fraudulent, deceptive or dishonest practice and violated Minn. Stat. § 326.91, subd. 1(2). It is also untrustworthy and financially irresponsible and violated Minn. Stat. § 326.91, subd. 1(6).

5. It is a fraudulent, deceptive or dishonest practice for a residential contractor to "perform... any construction without obtaining applicable local building permits and inspections." Minn. Rules pt. 2891.0040, subp. 1(H).

6. Mr. Jacobson failed to complete the corrections at the Clausens identified in Exhibit B, and to request the necessary inspections by June 1, 1999. The Department showed by a preponderance of the evidence that Mr. Jacobson was untrustworthy, in violation of Minn. Stat. § 326.91, subd. 1(6)(1998).

7. In August, 1999, the Clausen's garage wall was repaired in Mr. Selchow's presence and a roofing inspection was requested. There is insufficient evidence to show that any violation of the building code occurred after that date.

8. Mr. Jacobson failed to make the corrections at Ms. Green's specified in Exhibit N or request an inspection within 30 days. The Department showed by a preponderance of the evidence that Mr. Jacobson engaged in a deceptive or dishonest practice by refusing to comply with the correction orders, in violation of Minn. Stat. § 326.91, subd. 1(2), and that he was untrustworthy, in violation of Minn. Stat. § 326.91, subd. 1(6).

9. Disciplinary action against Mr. Jacobson is in the public interest.

10. Any Findings of Fact that are more appropriately described as Conclusions are adopted as Conclusions.

11. This report is subject to review by the Commissioner of Commerce, it is not the final disposition.

Based upon the foregoing Findings of Fact and Conclusions, the Administrative Law Judge makes the following:

RECOMMENDATION

IT IS HEREBY RECOMMENDED: that the Commissioner of the Minnesota Department of Commerce take adverse action against Jacobson's license, censure Jacobson, and/or impose a civil penalty upon Jacobson.

Dated this 25th day of May 2000.

S/ Beverly Jones Heydinger
BEVERLY JONES HEYDINGER
Administrative Law Judge

Reported (six tapes; partial transcript)

NOTICE

Under Minn. Stat. § 14.62, subd. 1, the Department is required to serve its final decision upon each party and the Administrative Law Judge by first class mail or as otherwise provided by law.

MEMORANDUM

Burden of Proof

The Department must prove the alleged violations by a preponderance of the evidence. In this case, there was a great deal of testimony about the on-going relationship between Mr. Jacobson and his customers. Much of the testimony was about their business dealings, whether the agreements between them were in writing, and whether Mr. Jacobson undertook more work than covered by the respective contracts. However, as a licensed residential contractor, Mr. Jacobson had the obligation to respond promptly to correction orders and to request required inspections. If there were extenuating circumstances that interfered with him doing so, he was obligated to contact the appropriate city office to work out the disagreement. Instead, he did not act promptly to resolve the disputes. He showed similar poor judgment by not promptly paying subcontractors and suppliers to whom he owed money.

Judgments Against Mr. Jacobson

There were several judgments entered against Mr. Jacobson. The Department did not show that the judgment entered by JESCR was related to Mr. Jacobson's business, and it has been disregarded. However, the other four were all for purchases of materials or labor for his construction business. Although it is possible for any business to get behind on paying bills, or occasionally write a check that is not covered by sufficient funds, it is not common to compel the debtor to commence a legal action and obtain a judgment to be paid. In this case, not only were the debtors required to take such steps, but the judgments were not promptly paid. This is a fraudulent, deceptive or dishonest practice that violates Minn. Stat. §326.91, subd. 1(2). It is also evidence that Mr. Jacobson is untrustworthy and financially irresponsible, in violation of Minn. Stat. §326.91, subd. 1(6).

Failure to Make Corrections and Request an Inspection of the Clausen Property

The scope of the contract between Mr. Jacobson and the Clausens is at issue, but does not directly bear on this matter. The evidence concerning the Clausen property is clear on the points necessary to resolve this matter. Mr. Jacobson met with Mr. Selchow and Mr. Hauglid and agreed to make certain corrections that were then memorialized in a letter from Mr. Selchow to Mr. Jacobson, dated May 4, 1999.^[56] Mr. Jacobson was to complete the corrections by June 1, 1999. At no time did Mr. Jacobson contact either Mr. Selchow or Mr. Hauglid to ask for an extension of time to make the corrections, and at no time prior to June 1, 1999 did he request the necessary inspections or protest that he was not responsible for the corrections. The reinforcement of the garage wall was done at some time in August. It is not clear when the roofing or other work was completed, but it is clear that Mr. Jacobson knew an inspection was still needed, because he requested that Mr. Selchow do the roof inspection while he was at the Clausens in August.

Apparently there was bad weather during May and June, 1999, and Mr. Jacobson had trouble getting the equipment he needed to reinforce the garage wall. However, he was aware that the Clausens, Mr. Selchow and Mr. Hauglid were all concerned about the corrections, and that a deadline had been set. He was also aware that another roof inspection was needed. Despite their clear and repeated communications, Mr. Jacobson did not attempt to negotiate any extension, or explain the delay.

This lack of communication and failure to make the necessary corrections or request the necessary inspections warrants a conclusion that Mr. Jacobson was untrustworthy. He did not fulfill his responsibilities as agreed upon, and yet offered no explanation to either Mr. Selchow or Mr. Hauglid. The evidence does not support a conclusion that Mr. Jacobson's failure to complete the work and request the inspections was fraudulent, deceptive or a dishonest practice. There is no evidence that he was attempting to unfairly benefit from his failure to take the necessary actions, or intentionally mislead the inspectors. Instead it suggests that, although his intentions may have been good, he did a poor job communicating, and did not act promptly to resolve the dispute. He could not be trusted to deliver what he promised.

In addition, there is insufficient evidence to conclude that Mr. Jacobson was incompetent. Neither Mr. Selchow nor Mr. Hauglid questioned the plans Mr. Jacobson had for addressing the correction orders, and, in fact, both men testified that Mr. Jacobson seemed to be knowledgeable and capable of doing the job for which he was hired. They were confident that he could complete the work to their satisfaction. Yet, by delaying and failing to communicate, Mr. Jacobson demonstrated that he could not be trusted to do what he promised to do.

Failure to Make Corrections and Request an Inspection of the Green Property

The major dispute concerning Merle Green's property involved a foundation footing. Mr. Jacobson claims Mr. Ehrlich knew of his plan to support the footing and left a note approving the work. The corner was then covered with fill. Mr. Ehrlich claims he never gave the go-ahead and Mr. Jacobson must uncover the work to show it to Mr.

Ehrlich. Mr. Jacobson has not done so. Bert Korpi corroborated Mr. Jacobson's testimony about the foundation work and that he had been told that an inspector had approved the work. Mr. Jacobson testified that treated plywood of foundation grade had been used, which was corroborated by Mr. Pomrenke. Mr. Ehrlich claims that he did not give his approval and that he can't verify what was done unless Mr. Jacobson uncovers the corner.

It was apparent that, beginning in April 1999, if not sooner, Mr. Ehrlich was not satisfied, and that his inspection and approval were required. Exhibits N, O, Q and R clearly identify this problem. Yet Mr. Jacobson did not contact Mr. Ehrlich or others in the City of St. Paul Department of Licensing, Inspections and Environmental Protection to get the matter resolved. It was still disputed in September 1999 when Mr. Jacobson contacted Mr. Pomrenke. Faced with the clear communication from the inspector that there was a problem, Mr. Jacobson had the responsibility to get it resolved

If access to Ms. Green's home was difficult, Mr. Jacobson should have requested assistance from the City to gain access.

Although Mr. Jacobson testified that much of the work identified in Mr. Ehrlich's correction order of April 23 had been completed, that was not consistent with Mr. Pomrenke's testimony that he completed some of the work in September, 1999. Thus the corrections were not made nor an inspection called for as required by the correction order issued on April 23, 1999.

By failing to confer with the City of St. Paul to resolve the matter, and failing to appear in court as directed, Mr. Jacobson attempt to avoid his duty to make the necessary corrections and obtain the necessary inspections. He may have had a legitimate complaint about the way he was treated by Mr. Ehrlich, but this does not justify his failure to get the matter resolved. He made no attempt to contact others at the City who could review the matter, nor did he respond when summoned to appear in court. The evidence supports the conclusion that he attempted to duck his responsibilities, and by so doing, engaged in a deceptive or dishonest practice. He could not be relied upon to resolve the matter directly, and was therefore untrustworthy.

It may be that both the Clausens and Ms. Green were difficult customers. However, once the correction orders were issued, it was Mr. Jacobson's responsibility as a licensed contractor, to assure that each order was resolved promptly, either by completing the required corrections in a timely way, or by directly challenging the corrections. Instead, Mr. Jacobson seemed to avoid any direct confrontation, and allow the matters to remain unresolved. By so doing, he diminished his credibility, and created the impression that he could not be trusted to meet his responsibilities. This same pattern of ignoring problems applies to the unpaid judgments against him.

B.J.H

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- [1] Exs. 4, 5.
- [2] Testimony of C. Jacobson, Eugene Selchow; Ex. 5.
- [3] Testimony of C. Jacobson; Ex. 8.
- [4] Testimony of C. Jacobson; Ex. 9.
- [5] Ex. 1, testimony of C. Jacobson, K. Clausen.
- [6] Ex. A.
- [7] Testimony of H. Hauglid, E. Selchow, T. 8-10.
- [8] Ex. B; testimony of C. Jacobson, E. Selchow, H. Hauglid.
- [9] Ex. 2 Mr. McKown is currently employed as a building inspector for St. Louis Park.
- [10] Testimony of C. Jacobson.
- [11] Testimony of S. McKown.
- [12] Ex C.
- [13] Testimony of C. Jacobson, E. Selchow, H. Hauglid.
- [14] Ex. D.
- [15] Ex. E.
- [16] Testimony of C. Jacobson, E. Selchow.
- [17] Testimony of E. Selchow.
- [18] The record is not clear about the exact dates that the garage wall was reinforced, when Mr. Jacobson appeared in court or when Mr. Pomrenke was retained to complete the work at Ms. Green's.
- [19] Ex. E and F.
- [20] Testimony of C. Jacobson, D. Pomrenke.
- [21] Testimony of D. Pomranke.
- [22] Testimony of C. Jacobson, E. Selchow.
- [23] Ex. F.
- [24] Testimony of J. Ehrlich, C. Jacobson.
- [25] Testimony of C. Jacobson.
- [26] Ex. 7.
- [27] Id.
- [28] Testimony of C. Jacobson, B. Korpi.
- [29] Testimony of J. Ehrlich.
- [30] Testimony of C. Jacobson.
- [31] Testimony of J. Ehrlich; T. 63-64, Ex. M.
- [32] Testimony of C. Jacobson.
- [33] Testimony of J. Ehrlich.
- [34] Ex. M.
- [35] Testimony of C. Jacobson.
- [36] Ex N.
- [37] Testimony of C. Jacobson.
- [38] Ex. O.
- [39] Testimony of J. Ehrlich.
- [40] Ex. P.
- [41] Ex. Q.
- [42] Testimony of D. Pomrenke.
- [43] Item #1, Ex. N, Testimony of D. Pomrenke.
- [44] Item #4, Ex. N, Testimony of D. Pomrenke.
- [45] Item #5, Ex. N, Testimony of D. Pomrenke.
- [46] Testimony of D. Pomrenke.
- [47] Testimony of D. Pomrenke.
- [48] Testimony of J. Ehrlich, T. 78, 87-92.
- [49] Ex G.
- [50] Ex H.
- [51] Ex. I.
- [52] Ex. J.
- [53] Ex. K.
- [54] Ex. S.

^[55] Testimony of C. Jacobson, Ex. G, H, I, J and K.

^[56] Ex. B.